

DEPARTMENT OF MENTAL HEALTH

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JONATHAN E. SHERIN, M.D., Ph.D. Director

Curley L. Bonds, M.D. Chief Deputy Director Clinical Operations

June 18, 2019

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

Gregory C. Polk, M.P.A. Chief Deputy Director Administrative Operations

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

38 June 18, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

APPROVAL TO EXTEND THE TERM OF A
MEMORANDUM OF AGREEMENT/SPACE USE AGREEMENT
BETWEEN THE DEPARTMENT OF MENTAL HEALTH
AND

JOHN WESLEY COMPREHENSIVE HEALTH INSTITUTE FOR CO-LOCATED HEALTH CARE SERVICES (SUPERVISORIAL DISTRICT 4) (3 VOTES)

SUBJECT

Request approval of an extension to the Memorandum of Agreement/Space Use Agreement between the Department of Mental Health and John Wesley Comprehensive Health Institute for the co-location of health care services at Rio Hondo Community Mental Health Center and American Indian Counseling Center for Fiscal Year 2019-20.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director) or his designee, to sign an Amendment, substantially similar to Attachment I, to extend the term of the Memorandum of Agreement/Space Use Agreement (MOA) between the Department of Mental Health (DMH) and John Wesley Comprehensive Health Institute (JWCH), for one year, effective July 1, 2019 through June 30, 2020, with two one-year optional extension periods, for the continued provision of colocated accessible and coordinated health care within the DMH sites of Rio Hondo Community Mental Health Center (Rio Hondo CMHC) and American Indian Counseling Center (AICC) in Service Area (SA) 7. There is no cost associated with this MOA.

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- 2. Delegate authority to the Director, or his designee, to execute future amendments to add or delete services, revise the MOA to reflect federal, State, and County regulations and/or policy changes, and make any necessary revisions to the space allocation and use of space conditions or operations of the program with the mutual consent of all parties, including the lessor of the Rio Hondo CMHC and AICC sites, subject to County Counsel review and approval as to form, with written notification to the Board and the Chief Executive Office (CEO).
- 3. Delegate authority to the Director, or his designee, to terminate the MOA in accordance with the MOA termination provision with prior written notification to the Board and CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DMH to extend the term of the MOA effective July 1, 2019 through June 30, 2020, with two one-year option extension periods. Extension of the MOA will allow DMH to continue providing accessible and coordinated health care and mental health services on the site of Rio Hondo CMHC and AICC in SA7.

Approval of Recommendation 2 will allow DMH to amend the MOA and allow for any necessary revisions to services and the space allocation and use of space conditions or operations.

Approval of Recommendation 3 will allow DMH to terminate the MOA in accordance with the MOA termination provision.

JWCH conducts routine medical examinations, treatment, chronic disease management activities, laboratory diagnostics, and referrals to specialty care. JWCH also offers reproductive health services including family planning services. With consumer consent, the onsite medical team confers with the mental health team at Rio Hondo CMHC and AICC to deliver coordinated care. The site is connected to the larger JWCH clinic network. Consumers who require additional treatment and diagnostics receive referrals to full service JWCH clinics.

The treating physicians and clinicians from both the health care and mental health clinics coordinate services, medications and expertise to offer more effective treatment for clients with a variety of cooccurring disorders. The health care services are targeted towards all consumers of Rio Hondo CMHC and AICC who have established a relationship at the mental health clinic and who experience barriers to accessing health care in the community, or may lack any health care provider.

Despite varied logistical implementation challenges, and administrative changes that both parties have encountered, the collective commitment of DMH and JWCH allowed the successful launch of co-located services in November, 2018. The program has been providing services for two days a week, for the past seven months. DMH has been able to collect some nominal data, such as logging over 200 referrals while approximately 325 to 350 visits (both initial and follow up) were completed. Additionally, in a sample size of 24 respondents who received services, 100% replied "yes" to both the convenience and ease of access in seeking physical and mental health services at this colocated site.

The parties now require an extension to the MOA, while they develop data collection methods and obtain additional, more robust data, and consumer outcome measures including, but not limited to, certain pre-health and post-health metrics, as well as post-service delivery surveys.

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The data collection efforts are crucial to the evaluation of the effectiveness of the co-located services, and the effects of providing increased health care services and improved physical health. If the outcomes are positive, DMH will explore the expansion of the program to establish similar co-located projects throughout the County.

The goal of this project continues to emphasize improved access to care, increased physical health treatment, and evaluation of the effectiveness of co-located services for the DMH clients of Rio Hondo CMHC and AICC. To further these objectives, an additional term is necessary.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Make Investments that Transform Lives via Strategy I.2 - Enhance Our Delivery of Comprehensive Interventions, and deliver comprehensive and seamless services to those seeking assistance from the County, and Strategy I.2.2, streamline access to integrated health services.

FISCAL IMPACT/FINANCING

There is no monetary payment between DMH and JWCH. DMH provides space, telephone services, and office machines at no cost to JWCH.

There is no net County cost impact associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 30, 2014, your Board authorized DMH to enter into the MOA with JWCH to provide integrated health care within a behavioral health home model, where services are coordinated for the benefit of the consumers in a single location. This model co-locates A Federally Qualified Health Center (FQHC), specifically JWCH, within a site housing the mental health programs of Rio Hondo CMHC and AICC, to provide an easily accessible array of services for consumers, thereby reducing barriers to health care services such as transportation, finances and insurance. FQHCs provide comprehensive health care services to all consumers in underserved communities.

JWCH has prior experience working in collaboration with DMH serving homeless residents of SA 7, and through Project 50, a program addressing homelessness, located in downtown Los Angeles.

Rio Hondo CMHC and AICC are located at 17707 Studebaker Road, Cerritos, a DMH leased site in Supervisorial District 4. JWCH utilizes a designated portion of this site solely for the provision of health care services in accordance with the MOA and lease agreement between DMH and the lessor.

The attached amendment format has been approved as to form by County Counsel.

As mandated by your Board, the Contract will be evaluated by DMH on an annual basis to ensure compliance with all MOA terms and performance standards.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow DMH to continue providing ready access to health care services for mental health consumers of Rio Hondo CMHC and AICC, while the parties collect outcome data to evaluate the effectiveness of co-located services for mental health consumers.

Respectfully submitted,

JONATHAN E. SHERIN, M.D., Ph.D.

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Director

JES:ES:SK:pd

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Chairperson, Mental Health Commission

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this <u>18th</u> day of <u>June</u> 2019, by and between the County of Los Angeles (hereafter "County") and <u>John Wesley Comprehensive Health Institute</u> (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Memorandum of Agreement/Space Use Agreement, dated <u>September 30, 2014</u>, identified as "Rio Hondo Community Mental Health Co-located Health Project," and all subsequent amendments (hereafter collectively "MOA"); and

WHEREAS, for Fiscal Year (FY) 2019-20, County and Contractor intend to amend this MOA only as described hereunder; and

WHEREAS, on June 18, 2019, the Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the MOA; and

WHEREAS, said MOA provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties; and

WHEREAS, County and Contractor intend to amend MOA to extend the term of this MOA for one Fiscal Year, effective July 1, 2019 through June 30, 2020 to allow Contractor to continue providing co-located healthcare services for consumers who reside throughout the County of Los Angeles and receive Mental Health services at Department of Mental Health's Rio Hondo Community Mental Health Center; and

WHEREAS, County and Contractor intend to amend MOA to update contact information contained within the MOA; and

WHEREAS, County and Contractor intend to amend MOA to add an insurance provision to the MOA; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this MOA and consistent with the professional standard of care for these services.

NOW, THEREFORE, County and Contractor agree that MOA shall be amended effective July 1, 2019 only as follows:

- 1. Paragraph III (TERM OF AGREEMENT) sub-paragraph 1.0, shall be updated to add:
 - 5. The term of this MOA shall be extended for one (1) year, effective July 1, 2019 through June 30, 2020.
 - 6. Additional Extension Periods may be exercised unless: 1) the Director, in his sole discretion, does not extend the MOA by giving the other party a 30-day written notice prior to the last month in which the MOA will be in effect; or 2) the lease between DMH and the Studebaker Cerritos Projects, LLC is terminated or expires and is not renewed.
 - First Additional Extension Period: If this MOA is extended, the First Additional Extension Period shall commence on <u>July 1, 2020</u> and shall continue in full force and effect, through <u>June 30, 2021</u>.
 - Second Additional Extension Period: If this MOA is extended, the Second Additional Extension Period shall commence on <u>July 1, 2021</u> and shall continue in full force and effect through <u>June 30, 2022</u>.
- 2. Paragraph VI (DMH RESPONSIBILITIES) sub-paragraph 1.0, shall be deleted in its entirety and replaced as follows:
 - "1.0 Designate a contact person. The contact person is:

Manuel Rosas
County of Los Angeles
Department of Mental Health
Office of Integrated Care – Clinical Operations
550 South Vermont Avenue, 12th Floor
Los Angeles, CA 90020
Telephone: (213) 381-8064

Fax: (213) 384-0729

email:mmrosas@dmh.lacounty.gov"

3. Paragraph VII (JWCH RESPONSIBILITIES) sub-paragraph 1.0, shall be deleted in its entirety and replaced as follows:

"1.0 Designate a contact person. The contact person is:

Al Ballesteros, CEO JWCH Institute 5650 Jillson Street Commerce, CA 90040 Telephone: (323) 201-4516

Fax: (323) 215-0170

email: aballesteros@jwchinstitute.org"

- Paragraph VII (JWCH RESPONSIBILITIES) sub-paragraph 6.4.1, is added and shall be required effective upon the commencement of the electronic exchange of data:
 - "6.4.1 Unique Insurance Coverage Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy."

- 5. Paragraph VII (JWCH RESPONSIBILITIES) sub-paragraph 6.7.5, shall be deleted in its entirety and replaced as follows:
 - "6.7.5 Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

Stella Krikorian, Division Manager Contracts Development and Administration Division Los Angeles County Department of Mental Health 550 South Vermont Avenue, 5th Floor Los Angeles, CA 90020"

6. Except as provided in this Amendment, all other terms and conditions of the MOA shall remain in full force and effect.

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ATTACHMENT

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health, or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES
Ву
By
John Wesley Comprehensive Health Institute CONTRACTOR
Ву
Name Al Ballesteros
Title Chief Executive Officer
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

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